

JUN 17 2002

Builders & Construction Managers

May 29, 2002

Mr. Patrick Russell JJID, INC. 1000 Julian Lane Bear, Delaware 19701

RE:

DOVER AIR FORCE BASE MORTUARY Nason Construction, Inc., Project No. 4860 SUBCONTRACT AGREEMENT

Doar Patrick:

Enclosed please find "Subcontract Agreement - #SC486015JJ", for work on the above referenced project. The Subcontract, together with this letter, reflects our full and complete offer to engage your company for this project. Following is a list of Exhibits to the Subcontract:

Ezhibit A	Name of Item Cover Ltr. Terms and Conditions	Required Signature Page 1 Page 5 of 5	Exhibit E G H	Name of Item Safety Site Policy Schedule Liquidated Damages	Page 1 Page 2
B C	AIA Billing Document List of Suppliers	Page 1	L	Liquidated Damages Scope of Work Cart. Payroll Form	rage 2

Please review all documents, sign where applicable (including on all of the attached Exhibits) and return both copies to Nason Construction, Inc. within five (5) business days of receipt for our signature. If all of the attached exhibits are not returned fully executed, progress payments cannot be processed. Also, please sign below indicating your_ receipt of these documents and acceptance of the terms of this letter. A fully executed copy of this Agreement will be sent to you for your records. Be advised that no work shall be performed prior to submittal of a Certificate of Insurance evidencing the insurance coverage specified in Exhibit D. All invoices are to be submitted on the AIA Document Form (Exhibit B), along with your signature and notary seal or payment cannot be processed. Faxed invoices will not be accepted.

Any modification to this Subcontract's offered terms and conditions, material or immaterial, will constitute a counteroffer, which we must accept in writing before it can become effective. Without our written acceptance, no modifications will be in effect. If, for any reason, you commence any work contemplated under this proposed Subcontract without first receiving a copy of the Subcontract signed by an authorized representative of Nason Construction, Inc., you will be considered to have unconditionally accepted this Subcontract without any modifications or additional terms.

Thank you for your cooperation regarding this matter. We look forward to working with you on this project toward a successful completion for all parties involved.

Authorized Signature -Subcontractor Name

Date

Very traly yours,

Anthony P. Ricciardi, CPE

Director of Preconstruction Services

Enclosures APR/sc

2000 Faulk Road, Suite F • Wilmington, DE 19810-3642 • Tel (302) 529 2800 Fax (302) 529 2808



NASON CONSTRUCTION, INC., SUBCONTRACT AGREEMENT

(Including Exhibits A, B, C, D, E, G, H, L, M)

SC # 486015JJ

Job Name: DOVER AIR FORCE BASE N	1ORTUARY
----------------------------------	----------

العدود المعترية

Job No. 4860 Acct No.02200

Location & Phone #: Dover Air Force Base, Dover, Delaware

JUN 06 2002

Superintendent: MIKE LANO (302) 229-8048

Project Manager/Phone #: BOB MALAGOLI (302) 529-2543

SUBCONTRACTOR'S REPRESENTATIVE: PATRICK RUSSEL

Subcontractor's Phone #: (302) 836-0414

Subcontractor's Fax #: (302) 836-4275

THIS AGREEMENT SUPERSEDES PREVIOUS PROPOSALS AND CORRESPONDENCES BOTH VERBAL AND WRITTEN. ALL MATERIALS MUST BE DELIVERED TO THE ABOVE-REFERENCED JOB SITE

THIS AGREEMENT MADE THIS 17th day of May, 2002, by and between NASON CONSTRUCTION, INC., a Pennsylvania Corporation, hereinafter referred to as the CONTRACTOR, and JJID, INC., 100 Julian Lane, Bear, Delaware 19701,

hereinafter referred to as the SUBCONTRACTOR,

WITNESSETH:

1. The SUBCONTRACTOR does hereby convenant, promise and agree for the total sum of EIGHTY HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$833.570.00), to furnish all labor, materials, tools, equipment, supplies, and any other items necessary or incidental to the performance of the following:

SEE EXHIBIT L FOR SITEWORK SCOPE OF WORK.

(hereinafter referred to collectively as the WORK).

SUBCONTRACTOR agrees that it will remove all debris or rubbish caused by it or its personnel on a daily basis from the Project site or to a dumpster provided by CONTRACTOR, and will pay for any breakage or other damage caused by them; in the absence of which, CONTRACTOR may remove said debris and rubbish and replace property so broken or damaged and charge the cost thereof to the SUBCONTRACTOR.

2. Subcontract Dates:

Submission of Shop Drawings/Submittals/Samples within (*) days of the date of this Contract.

Fabrication Commence Fabrication Complete

Erection and./or Installation Commence (*) Erection and/or Installation Complete (*)

Project Substantial Completion

(*) SEE EXHIBIT G, SCHEDULE

The exceptions (if any) from WORK are: SEE EXHIBIT L.

This SUBCONTRACT is based upon the following documents (include all dates): SEE EXHIBIT L.

Page 1 of 2



1 1 7 2002

MACINELINE CHETTOP'S

- 5. SUBCONTRACTOR shall submit a written request for a Change Order within ten (10) days after the first occurrence of the event giving rise to the claim which is the subject of such request, whether for extra work, an extension of time or otherwise. Change Orders not submitted within such time period will be invalid and will be considered waived. No additions, deductions or other changes shall be made in the WORK, nor shall there be charges for premium time, except upon prior written order of CONTRACTOR, and when properly authorized such additions only shall be invoiced at the allowable mark-up of 5% for overhead and 10% for profit. All time and material additions to the WORK must be invoiced in accordance with Article 6 below and shall include the extra work order therefor signed by CONTRACTOR'S Superintendent and OWNER'S representative, if applicable. The signature of CONTRACTOR'S Superintendent only verifies the quantity of the work therein and does not indicate acceptance by CONTRACTOR of a modification of the sum of this SUBCONTRACT.
- 6. Payments will be made on the basis of INVOICES WHICH ARE TO BE SUBMITTED IN DUPLICATE ON OR BEFORE the 25th of each month on the AIA Form G702/G703, representing the value of labor performed and/or material installed (or properly stored if permitted by the PRINCIPAL CONTRACT) as of the end of the period covered by such invoice. When the CONTRACTOR'S invoice therefore has been approved and payment is received from the OWNER, payment of the approved amount of SUBCONTRACTOR'S invoice will be made to the SUBCONTRACTOR within five (5) working days of the CONTRACTOR'S receipt of payment therefor on the basis of 90% of the approved amount of such invoice. Invoices received after the 25th of the month will be processed for payment the following month. The retainage of 10%, as aforesaid, will be withheld until such time(s) as the OWNER and architect reduce the retainage for the Project with respect to the WORK. Within ten (10) days after the CONTRACTOR'S receipt of the funds represented by any such reduction and provided the SUBCONTRACTOR has properly completed 50% of its WORK in accordance herewith, and has otherwise complied with the provisions hereof, a proportionate reduction in retainage will be made to the SUBCONTRACTOR to the extent attributable to it.

ACCEPTED SUBJECT TO ALL OF THE TERMS, CONDITIONS AND EXHIBITS SET FORTH ABOVE AND ON ADDITIONAL PAGES HEREOF.	ALL OF THE TERMS AND CONDITIONS AND EXHIBITS SET FORTH ABOVE AND ON ADDITIONAL PAGES HEREOF ARE PART OF THIS
SUBCONTRACTOR: James July (D), Iv	SUBCONTRACT. MASON CONSTRUCTION, INC.
By: Jan J. D. P. (Title)	By: 7/25/- 1/2
ATTEST:	ATTEST: ACCUMENT MASS
DATE: 6-14-02	DATE: 7/26/02

PLEASE SIGN THE AGREEMENT, EXHIBIT A, "GENERAL TERMS AND CONDITIONS", ALONG WITH ALL OTHER EXHIBITS REFERENCED ABOVE AND RETURN TO NASON CONSTRUCTION, INC.

INTERNAL DISTRIBUTION: FileAcct PMEstimator Superintendent 01/01





Exhibit A, "General Terms and Conditions" for Nason Construction, Inc.'s Subcontract Agreement

Builders & Construction Managers

- Work performed by SUBCONTRACTOR shall be in strict accordance with the Agreement, Conditions (General, Special, Supplementary, or Other), Plans, Specifications, Drawings, Bulletins, Attachments, Exhibits, Addenda and all other related documents (hereinafter collectively called "CONTRACT DOCUMENTS"), all of which form a part of the contract between CONTRACTOR and OWNER for the Project (hereinafter referred as "PRINCIPAL CONTRACT") and hereby become a part of this SUBCONTRACT as if fully set forth herein at length or attached hereto. SUBCONTRACTOR shall be bound by all provisions of the PRINCIPAL CONTRACT, as far as applicable to this SUBCONTRACT and the WORK, and shall assume toward the CONTRACTOR and the OWNER, where appropriate, all of the obligations and responsibilities concerning the SUBCONTRACT and the WORK that the CONTRACTOR assumes by the PRINCIPAL CONTRACT towards the OWNER. Where specific WORK, as set forth in the CONTRACT DOCUMENTS is not described in this SUBCONTRACT. SUBCONTRACTOR shall irrespectively perform all WORK normally construed to come within the scope of its activities, as required of the CONTRACTOR under the PRINCIPAL CONTRACT. All WORK shall be performed to the complete satisfaction of the CONTRACTOR, and Architect and OWNER.
- 2. FOR WORK PERFORMED IN PENNSYLVANIA: THE SUBCONTRACTOR, FOR ITSELF, HEREBY COVENENTS AND AGREES NOT TO FILE ANY LIENS OR TO MAKE ANY CLAIMS AGAINST THE PREMISES OR ANY PART THEREOF OR AGAINST ANY IMPROVEMENTS ERECTED THEREON, AND FURTHER CONVENANTS TO RELEASE AND HEREBY DOES RELEASE THE PREMISES UPON WHICH THE PROJECT IS LOCATED AND EACH AND EVERY PART THEREOF AND ANY AND ALL BUILDINGS THAT MAY NOW OR THEREAFTER BE ERECTED THEREON, FROM ANY AN EVERY LIEN, CHARGE OR CLAIM OF ANY NATURE WHATSOEVER THAT IT MIGHT OTHERWISE AT ANY TIME HAVE AGAINST THE SAME OR ANY PART THEREOF, FOR WORK DONE OR TO BE DONE OR MATERIALS FURNISHED OR TO BE FURNISHED OR OPON ANY OTHER GROUND WHATEVER GROWING OUT OF OR IN ANY WAY CONNECTED WITH OR IN RELATION TO THE ERECTION AND CONSTRUCTION OF ANY BUILDING, STRUCTURES AND/OR IMPROVEMENTS UPON THE SAME PREMISES.

FOR WORK PERFORMED OUTSIDE PENNSYLVANIA: TO THE EXTENT PAYMENT FOR WORK IS RECEIVED. SUBCONTRACTOR, FOR ITSELF AND ITS SUBCONRACTORS AND SUPPLIERS, HEREBY CONVENANTS NOT TO FILE ANY LIENS OR TO MAKE ANY CLAIMS AGAINST THE PREMISES OF ANY PART THEREOF OR AGAINST ANY IMPROVEMENTS ERECTED THEREON, AND FURTHER CONVENANTS TO RELEASE AND HEREBY DOES RELEASE THE PREMISES UPON WHICH THE PROJECT IS LOCATED AND EACH AND EVERY PART THEREOF AND ANY AND ALL BUILDINGS THAT MAY NOW OR HEREAFTER BE ERECTED THEREON, FROM ANY AND EVERY LIEN, CHARGE OR CLAIM OF ANY NATURE WHATSOEVER THAT IT MIGHT OTHERWISE AT ANYTIME HAVE AGAINST THE SAME OR ANY PART THEREOF, FOR WORK DONE OR TO BE DONE OR MATERIALS FURNISHED OR TO BE FURNISHED OR UPON ANY OTHER GROUND WHATEVER GROWING OUT OF OR IN ANY WAY CONNECTED WITH OR IN RELATION TO THE ERECTION AND CONSTRUCTION OF ANY BUILDING, STRUCTURES AND/OR IMPROVEMENTS UPON THE SAME PREMISES.

IN ADDITION TO THE ABOVE. SUBCONTRACTOR SHALL REQUIRE EACH OF ITS SUBCONTRACTORS, AND ALL OTHER PARTIES ACTING THROUGH OR UNDER IT TO COMPLY WITH THE IMMEDIATELY PRECEDING PARAGRAPH.

IN THE EVENT THAT ANY PAYMENT DUE CONTRACTOR UNDER THE PRINCIPAL CONTRACT IS DELAYED BY REASON OF SUBCONTRACTOR FILING OR ASSERTING A CLAIM, STOP NOTICE OR LIEN AGAINST THE OWNER, PROJECT, OR CONTRACTOR, SUBCONTRACTOR AGREES TO ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND TO INDENMIFY AND SAVE HARMLESS THE OWNER AND CONTRACTOR FROM ANY LOSS, EXPENSE, INCLUDING ATTORNEY'S FEES, DAMAGES, OR INJURIES CAUSED OR OCCASIONED, DIRECTLY OR INDIRECTLY BY SUCH FILING OR ASSERTION.

- This SUBCONTRACT between CONTRACTOR and SUBCONTRACTOR shall be deemed to be accepted by SUBCONTRACTOR if it
 commences the WORK hereunder or when accepted by SUBCONTRACTOR in writing, whichever occurs first. This SUBCONTRACT shall
 become the exclusive agreement between the parties, and all prior representations or agreements, whether written or oral, not incorporated
 herein, are hereby superseded.
- SUBCONTRACTOR shall procure and maintain at its own expense full insurance to protect himself and CONTRACTOR in insurance
 companies satisfactory to CONTRACTOR. Such policies must provide at least the following types and amounts of insurance:
 - a. WORKERS COMPENSATION INSURANCE to protect SUBCONTRACTOR'S employees in accordance with the statutory requirements of the state(s) involved, including coverage under any applicable Federal (U.S. Longshoreman and Harbor Workers Act, Jones Act, etc.), state and local laws.
 - b. EMPLOYERS' LIABILITY: \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit, \$100,000 bodily injury by disease each employee.



COMPREHENSIVE GENERAL LIABILITY (1973 Edition), including Independent Contractors, Products, Completed Operations, Explosion, Collapse & Underground ("X", "C", & "U") Hazards: (1) Broad Form Contractual Liability; (1) Personal injury Hazards A, B, & C (Exclusions "C" deleted); (1) Broad Form Property Damage including Completed Operations; and (1) Broad Form Comprehensive Liability Endorsement. (1) the above may be included in the Board Form Comprehensive Liability Endorsement. Bodily Injury and Property Damage Combined Single Limit: \$1,000,000 each occurrence; \$1,000,000 aggregate OR

COMMERCIAL GENERAL LIABILITY (1986 Edition): Occurrence Form including Independent Contractors, Products, Completed Operations, Explosion, Collapse & Form Contractual Liability: Personal Injury, Broad Form Property Damage including Completed Operations, Aggregate Limits per Project Endorsement (CG2503).

Note: all of the above except Endorsement No. CG2503 are usually incorporated into the basic coverage form and should not be excluded by Endorsement.

LIMITS OF LIABILTIY

General Aggregate	\$2,000,000	Fire Damage (any one fire)	250,000
Products & Completed Operations Aggregate	\$1,000,000	Medical Expense (any one person)	\$ 5,000
Personal & Advertising Injury	\$1,000,000	Each Occurrence	000,000.12

- d. COMPREHENSIVE AUTOMOBLE LIABILITY covering all owned, hired and non-owned vehicles:

 Bodiiy Injury & Property Damage Combined Single Limit: \$1,000,000 each accident,
- e. UMBRELLA LIABILITY \$2,000,000 each occurrence: \$2,000,000 aggregate.
- f. In the event the PRINCIPAL CONTRACT requires higher limits of insurance than those set forth above, SUBCONTRACTOR shall comply with the increased insurance requirements set forth in Exhibit "D" attached hereto.
- REQUIRED CERTIFICATES OF INSURANCE MUST BE FILED WITH NASON CONSTRUCTION, INC., PRIOR TO COMMENCEMENT OF ANY WORK HEREUNDER. SUCH CERTIFICATES MUST INCLUDE THE AMOUNTS OF INSURANCE SET FORTH ABOVE AND REQUIRED HEREIN. NASON CONSTRUCTION, INC., MUST BE NAMED AS AN ADDITIONAL INSURED ON ALL LIABILITY POLICIES. THE OWNER AND ANY OTHER ENTITIES MUST ALSO BE INCLUDED AS AN ADDITIONAL NAMED INSURED ON ALL LIABILITY POLICIES IF REQUIRED BY THE CONTRACT DOCUMENTS. CERTIFICATES MUST CONTAIN THE PHRASE "FOR ALL WORK PERFORMED FOR NASON CONSTRUCTION, INC.," AND SHALL BE ON A FORM SATISFACTORY TO CONTRACTOR AND ESTABLISH THAT ALL THE INSURANCE COVERAGES REQUIRED HEREUNDER ARE IN FORCE AND PRIMARY AND THAT IN THE EVENT OF CANCELLATION OR CHANGE IN THE GOVERAGES LISTED ON THE INSURANCE POLICY, THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY CERTIFIED, MAIL OF SUCH CANCELLATION OR CHANGE SHALL BE GIVEN TO CONTRACTOR.
- MAIL OF SUCH CANCELLATION OR CHANCE SHALL BE GIVEN TO CONTRACTOR.

 5. The SUBCONTRACTOR shall obtain and pay for appermits, inspections, licenses and fees relating to the WORK. The SUBCONTRACTOR shall prepare and submit to the CONTRACTOR such drawings, details, samples, etc., as may be required; provided, however, it shall not be incumbent upon the CONTRACTOR to discover any mistakes, errors or deviations therein from the requirements of the CONTRACT DOCUMENTS, and the CONTRACTOR'S approval shall not relieve SUBCONTRACTOR from responsibility or liability for such mistakes, errors or deviations.

SUBCONTRACTOR shall verify all field conditions, lay out and site logistics. SUBCONTRACTOR shall be responsible for all cutting, patching, and fitting in of new and/or existing work required to install any element of SUBCONTRACTOR'S WORK. The cutting, patching and fitting shall be performed by mechanics skilled and experienced in the installation of the materials cut. fit or patched. Such cutting, patching and fitting includes attendant excavation and backfill.

Telay work to the fitting includes attendant excavation and backfill.

6. SUBCONTRACTOR shall promptly commence WORK following the CONTRACTOR'S order to do so and shall promptly supply sufficient materials, personnel and equipment to maintain the progress of the WORK to the satisfaction of CONTRACTOR and perform the same at such times and places as designated by CONTRACTOR. In The event the SUBCONTRACTOR, in the sole judgment and opinion of the CONTRACTOR, delays the progress or performance of the WORK or otherwise fails to perform any of the provisions of this SUBCONTRACT, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency or inability to meet its obligations, or be otherwise incapable of performing under this SUBCONTRACT, CONTRACTOR shall have the right to cancel this SUBCONTRACT upon three working days' written notice mailed by Certified Mail, telegram or delivered to SUBCONTRACTOR at its last known address. In case of such termination, CONTRACTOR may take possession (and for this purpose, SUBCONTRACTOR does hereby assign title thereto) of all of the materials, tools, supplies, machinery and equipment of SUBCONTRACTOR on the Project site and of all items of WORK not delivered to the Project site, in whatever form, and finish the WORK by whatever method CONTRACTOR may deem expedient and SUBCONTRACTORS shall not be entitled to receive any further payments under this SUBCONTRACTOR may deem expedient and SUBCONTRACTORS shall not be entitled to receive any further payments under this SUBCONTRACTOR may deem expedient and SUBCONTRACTORS shall not be entitled to receive any further payments under this



at which time, if the unpaid balance due SUBCONTRACTOR hereunder exceeds the cost of completion (including overhead and profit), plus other costs, damages and expenses (including, but not limited to attorneys' fees) as CONTRACTOR may suffer or incur by reason of SUBCONTRACTOR'S acts or omissions, said amount shall be paid to SUBCONTRACTOR in full satisfaction and release of any and all claims of SUBCONTRACTOR under this SUBCONTRACT; provided; however, that in the event said damages, costs and expenses exceed such unpaid balance, then SUBCONTRACTOR (a) agrees that it is not entitled to any further payments hereunder, or for any other claims it may have under this SUBCONTRACTO, but on the contrary. (b) agrees to assume entire responsibility and liability for and to reimburse, indemnify and save harmless the CONTRACTOR from any excess damages, costs and expenses which shall include any and all costs, expenses and damages incurred through the default of SUBCONTRACTOR (including CONTRACTOR'S normal mark-ups for overhead and profit thereon), as well as damages for delay or otherwise. Time of completion of the WORK under this, SUBCONTRACT is of the essence.

- 7. In the event that SUBCONTRACTOR should delay the progress of the WORK so as to cause any damage or loss for which CONTRACTOR may become liable, including costs and expenses incurred which shall be directly related to the Project. SUBCONTRACTOR shall indemnify CONTRACTOR for all such damages or losses and such other damages, liquidated, penal, or otherwise which might be assessed against or suffered or sustained by the CONTRACTOR under the PRINCIPAL CONTRACT or otherwise as a result thereof.
- 8. To the fullest extent permitted by law. SUBCONTRACTOR shall indemnify, defend and hold harmless the OWNER. Architect and the CONTRACTOR and all of their agents, employees and affiliates, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property other than the Work itself) including loss of use therefrom, arising out of, resulting from or caused by, any acts or omissions of SUBCONTRACTOR, or any of its subcontractors, suppliers, officers, agents, employees or servants, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided however, that SUBCONTRACTOR'S duty hereunder shall not arise if such claims, damages, losses and expenses are caused by the sole negligence of a party indemnified hereunder.

SUBCONTRACTOR'S obligation hereunder shall not be limited by the provisions of any Workers' Compensation Acts, disability benefits acts or other employee benefits acts or similar statutes.

- 9. The SUBCONTRACTOR further agrees that this SUBCONTRACT and the SUBCONTRACTOR are subject to the approval of the Architect and/or OWNER, and in the event the OWNER and or Architect do not approve same, the SUBCONTRACT shall become null and void without any further liability by either party.
- 10. SUBCONTRACTOR agrees (a) that it will not assign the SUBCONTRACT or any moneys due it, or to become due it hereunder, or sublet any portion of the WORK without first obtaining written consent of the CONTRACTOR, and (b) that CONTRACTOR shall have the right to set off against any moneys due SUBCONTRACTOR under this SUBCONTRACT any claim or claims against SUBCONTRACTOR, whether arising under the SUBCONTRACT, or any other subcontract(s) or agreements between the parties hereto.
- 11. All work, materials, supplies, machinery, tools, equipment and other articles of the SUBCONTRACTOR shall be protected by the SUBCONTRATOR at its own expense against deterioration, loss, theft, damage and injury and the SUBCONTRACTOR (and not the CONTRACTOR) shall be responsible so far as the SUBCONTRACTOR'S WORK is concerned for all materials delivered and work performed until completion and final acceptance of all of the Work under the PRINCIPAL CONTRACT.
- 12. CONTRACTOR may, if it so elects, require that the SUBCONTRACTOR, as a condition precedent to making any partial or final payment hereunder, furnish to CONTRACTOR certificate(s) of insurance, list(s) of suppliers; and furnish all necessary warranties/guarantees, release, lien waivers, affidavits and any other documents required by CONTRACTOR. This includes, but is not limited to, any documents required by CONTRACTOR to determine that no unpaid claims exist against SUBCONTRACTOR in connection with the WORK performed by it hereunder and to further keep OWNER'S premises free from liens or claims for liens of all materialmen, subcontractors, or laborers with respect thereto. Acceptance of final payment by SUBCONTRACTOR shall be a full and complete release and discharge of CONTRACTOR and OWNER hereunder. No payment, including final payment, shall be construed to be an acceptance by CONTRACTOR of detective WORK.
- 13. CONTRACTOR may retain any payments due SUBCONTRACTOR hereunder, which it is authorized (but not obligated) to apply in payment for all labor, materials, equipment, services and other charges incurred by SUBCONTRACTOR in connection with the performance of this SUBCONTRACT, and said funds or the balance thereof shall not be payable to SUBCONTRACTOR until all such obligations have been satisfied in full.
- 14. Unless a longer period is provided in the CONTRACT DOCUMENTS. SUBCONTRACTOR hereby guarantees the WORK hereunder against all defects which may develop within one year from the date of acceptance by OWNER, or within the guarantee period set forth in the CONTRACT DOCUMENTS, whichever is longer. Pursuant to such guarantee, SUBCONTRACTOR agrees to promptly repair and/or replace, as CONTRACTOR may require, without charge to CONTRACTOR any and all defective workmanship, materials, equipment and WORK; and to pay all costs, including labor charges, in connection with such repairs and/or replacements; and, to remedy any defects latent or patent, except those due to ordinary wear and tear. SUBCONTRACTOR shall, in any event, pay for all damage to the property of the OWNER resulting from any defects in the WORK, including damages and all costs and expenses to remove, replace and/or repair the WORK and any other work which may be damaged in removing or repairing the WORK. All guarantees and warranties herein provided shall extend to OWNER or other awarding authority and CONTRACTOR.



15. The CONTRACTOR will not provide any special hoist or elevator service for raising of any personnel or materials with respect to the WORK hereunder.

Document 5-3

- 16. In the event of the termination of the PRINCIPAL CONTRACT between CONTRACTOR and the OWNER, this SUBCONTRACT shall also be terminated upon written notice from CONTRACTOR to SUBCONTRACTOR, and, in such a case, CONTRACTOR shall only be liable hereunder to SUBCONTRACTOR for WORK performed and for material and equipment ordered by SUBCONTRACTOR hereunder for the Project up to the date of receipt of such written notice of termination, but only to the extent SUBCONTRACTOR is liable for same and the OWNER is liable therefor to the CONTRACTOR.
- 17. In the event that the PRINCIPAL CONTRACT provides for the arbitration of any or all claims, disputes or other matters in questions between the OWNER and CONTRACTOR thereunder, or with respect thereto, then all claims, disputes and other matters in questions arising out of or relating to this SUBCONTRACT, or the breach thereof, shall be decided by arbitration in the same manner and under the same procedure as provided in the PRINCIPAL CONTRACT with respect to claims, disputes or other matters in questions between the OWNER and CONTRACTOR, SUBCONTRACTOR hereby agrees that CONTRACTOR shall have the right to include SUBCONTRACTOR, by consolidation, joinder or in any manner, in any arbitration proceedings involving the OWNER, irrespective of whom originally initiated such proceedings. The foregoing agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Pending determination, there shall be no work stoppage hereunder.

- Should the PRINICAL CONTRACT not provide for arbitration, all claims, disputes or other matters between CONTRACTOR and SUBCONTRACTOR shall be determined by court of law.
- 18. No discrimination shall be made against any employees, or in the employment of applicants, because of age, sex, race, religion, color, creed, or national original or otherwise SUBCONTRACTOR shall be responsible to the CONTRACTOR for compliance with all applicable Federal. State, municipal and local rules, regulations or ordinances.
- 19. The SUBCONTRACTOR shall be responsible to the CONTRACTOR for compliance with all applicable safety and health laws, rules and regulations promulgated by the Federal, State and municipal governments, and all political subdivisions thereof, arising out of or relating to SUBCONTRACTOR'S performance of WORK in connection with this Project. SUBCONTRACTOR shall indemnify the CONTRACTOR for any and all damages, costs and expenses incurred by the CONTRACTOR for fines, penalties and corrective measures resulting from acts of commission or omission by SUBCONTRACTOR, its subcontractors and suppliers, and its and their agents and employees resulting from SUBCONTRACTOR'S failure to comply with such safety and health laws, rules and regulations.
 - Special attention is called to the Occupational Safety and Health Act ("OSHA"), including the OSHA Hazard Communication Standard.
- 20. SUBCONTRACTOR, for the price provided in this SUBCONTRACT, hereby accepts and assumes exclusive liability for, and shall save CONTRACTOR harmless against the payment of all contributions, taxes or premiums which may be payable under the unemployment insurance laws of any state, under the Federal Social Security Act, or under any tax laws or regulations promulgated by the Federal, State and municipal governments, and all political subdivisions thereof, measured upon the payroll or income of employees, by whomsoever employed, engaged in the performance of the WORK included in the SUBCONTRACT and all Sales. Use or other taxes levied or assessed against OWNER, CONTRACTOR or SUBCONTRACTOR, arising out of the WORK, including, but not limited to, taxes on any kind of materials, articles or equipment. SUBCONTRACROR further agrees to indemnify, defend and hold harmless CONTRACTOR and OWNER from any liability for taxes or premiums which may imposed by any Federal. State or municipal government, and any political subdivision thereof arising out of, or related to, SUBCONTRACTOR'S failure to obtain any necessary licenses or permits. CONTRACTOR may also, in its sole discretion, request production of evidence satisfactory to it by SUBCONTRACTOR that all obligations contained in the within Paragraph have been satisfied and/or paid in full as a condition to making any payment hereunder, whether final or otherwise hereunder.
- 21. In the event CONTRACTOR shall delay or suspend the commencement or execution of the whole or any part of the WORK, or vary the sequence of performance thereof, then the sole remedy of SUBCONTRACTOR with respect to such delay or suspension shall be an extension of time for SUBCONTRACTOR in completing its WORK under this SUBCONTRACT for a period equal to that of such delay or suspension.
- 22. If the SUBCONTRACTOR defaults or neglects to carry out or perform the WORK or any portion thereof in accordance with the SUBCONTRACT and fails within three (3) working days after receipt of written notice from CONTRACTOR to commence and continue correction of such default or neglect with diligence and promptness, the CONTRACTOR, without prejudice to any other remedy the CONTRACTOR may have hereunder, including the right to declare the SUBCONTRACTOR in default under the SUBCONTRACTOR pursuant to Paragraph Six (6) hereof, make good such deficiencies and may deduct the cost thereof, including CONTRACTOR'S overhead and protit, from any payments then or thereafter due the SUBCONTRACTOR hereunder, or seek reimbursement from the SUBCONTRACTOR therefor.



23. Subcontractor hereby agrees to furnish only such labor, materials, machinery and equipment and to utilize only such subcontractors and supplies as will not delay or interfere with the timely progress and completion of the Project under the Principal Contract, and as will be acceptable to and work in harmony with all other personnel employed on, at or near the Project site, whether by Contractor, Subcontractor or otherwise (including by Owner or any separate contractor of owner on the Project site or at any other site in the vicinity thereof). Subcontractor hereby agrees not to incite, participate in or accede to any cessation of Work which may occur as a result of any labor dispute affecting the Project site or any other site in the vicinity thereof. Should there be a work stoppage of any personnel affecting the Project site, by whomsoever employed, caused by a strike, picketing, boycott or by any voluntary or involuntary cessation of work by employees of Contractor. Subcontractor or any other party on, at or near the Project site or any other site in the vicinity thereof which in the judgment of Contractor will cause or is likely to cause delay in the progress of the Project under the Principal contract, then upon three (3) days' written notice thereof. Contractor shall have the right at any time thereafter to terminate this subcontract, in which event to the extent that Contractor has not previously done so, Contractor shall pay subcontractor an amount equal to the value of the Work performed hereunder as of the effective date of such termination, based upon the trade payment breakdown submitted by Subcontractor with respect to the Subcontract, and this payment is the Subcontractor's sole entitlement hereunder the Contractor shall have no further obligation or responsibility by reason of such termination. In determining the value of such Work-performed, there shall be included only the value of labor, materials and equipment theretofore furnished and delivered by the Subcontractor to the Project site, and such value shall not include any other costs, expenses or other charges, including profit and overhead for unperformed Work with respect to the Project. In such event, Contractor shall also have the right to require that Subcontractor, as a condition of any such payment, assign to Contractor any or all of the subcontracts or purchase orders issued by Subcontractor with respect to its Work hereunder.

ON BEHALF OF SUBCONTRACTOR, I HEREBY ACKNOWLEDGE & ACCEPT THE GENERAL TERMS AND CONDITIONS SET FORTH ON PAGES 1 THROUGH 5 ABOVE:

SUBCONTRACTOR:

_/DATE____

TITLE:

PROJECT NAME: 14 FB Montagranisch: 4660



Case 1:05-cv-00128-MPT

Document 5-3

Filed 04/18/2005

Application and onthe Continuation Sheet that are changed to conform with the amount certified.) (Allach explanation if amount certified differs from the amount applied. Initial all figures on this This Certificate is not negotiable. The AMOUNT CERTIPED is payable only to the A RCHITECT: \$0.00 DEDUCTIONS CUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992 \$0.00 \$0.00 ET CHANGES by Change Order previous months by Owner tal approved this Month ital changes approved)TALS

Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Page 9 of 31

Date:

s may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

IA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing 25 a 15 alab 148 ise Column I on Contracts where variable retainage for line items may apply. stabulations below, amounts are stated to the nearest dollar. ontractor's signed certification is attached. |

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO;

PAGE OF PAGES

AIA DOCUMENT G703

	-	RETAINAGE (IF VARIABLE RATE)		
	Ξ	BALANCE TO FINISH (C - G)		20.00
		(O + O) %		0.00%
	D	TOTAL COMPLETED AND STORED TO DATE		80.00
Ľ	- 44	MATERIALS PRESENTLY STORED (NOT'IN DORE)		80.00
u		THIS PERIOD		\$0.00
	AND ABOM	FROM PREVIOUS APPLICATION (D + E)	n in an ann agus an leachtan aich a leachtan agus an leachtan an a	
3	SCHEDINED.	VALUE		00.03
В	DESCRIPTION OF WORK			GRAND TOTALS
4	TEM	NO.		

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 - 1982 EDITION - AIAØ - © 1982 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232 JUN 10 2002 5:06PM

JUN. 10.2002 10: 16AM

HP LASERJET 3200

NASON CONSTRUCTION 302 529 2808

NO. 9266 P. 5

Page 11 of 31

p.2

NASON

Exhibit "C", List of Suppliers

<u>PLEASE NOTE</u>: This form must be filled out even if you are not using any suppliers. If no suppliers are being used, please indicate by N/A. If suppliers are being used, please complete with all information below.

COMPLETE MAILING ADDRESS WITH ZIP CODE AND TELEPHONE NUMBERS ARE REQUIRED.

Please note if all material being used is from your own inventory. In the event you change suppliert, Nason Construction.

Inc., must be advised of each change. (If you should need additional space, please use the back of this sheet.)

#	SUPPLIER'S NAME	MAILING ADDRESS/ZIP CODE	PHONE #	
ĺ			1	
<u></u>			1	
1		21620	<u>i</u>	
	Gillespe + Son Irc	1 - 3 - 1 1 1	1-20-624	ac.
	0.11880 + 507 INC	100 Dixon Dis Chesh town u	57 200 538-61	124
2 -			1	
	J.T See/ J JCO Inc	1220 Velle-1Force PA 18482	610-933-54	/≥ Ø
3		1220 Velley Forgi PA 18482		
	Acres Flore Pulas Stant	4 BO DE 15001	302-834-31	•
4	'	ſ		
,	Tilcon Dehment Inc	PO85-8 DOVER DE 18803	302 - 23 5 - 98	579
5				. •
	Risher Meterials	PO BUX 73261		
6				
"		The second of th		
L	·	· · · · · · · · · · · · · · · · · · ·		
7				
1	^		l i	
		<u> </u>		
8	•		1	
[
9				
1				
10				
]				
		<u> </u>		

JOB NAME: No	e Mortrey		·
-		1	,
COMPANY NAME:		(/	DATE: 6/10/02
	(Rlaase Print)	X	
EXECUTED BY: K		<u>/</u>	TITLE: Vice President
	(Must be an officer of your co	ompany)	

FAILURE TO COMPLY WITH THIS NEORMATION MAY RESULT IN DELAY OF PAYMENT.



NASON CONSTRUCTION 302 529 2808

NO. 9266

р.З

Exhibit F.



JUN. : 0. 2002 10:16AM

NASON CONSTRUCTION, INC. SAFETY SITE POLICY

SAFETY SITE POLICY FOR DAFB PORT MORTUARY PROJECT

All Contractors on this project shall comply with the following site policy. Failure to comply with these requirements may result in removal from the job site.

- _ 🄂 Hard hats ARE REQUIRED AT ALL TIMES. Enclosed ceilings do not change this requirement.
 - No tank tops, muscle shirts, etc. Shirts shall have a minimum of 4" sleeves. Long pants only. No shorts, cut-offs, sweatpants or similar type apparel
 - B Heavy duty leather work boots with steel or composite toes must be worn at all times.
- Eye protection IS REQUIRED for any activity that has a potential for eye injury.
- No radios, CD players, walkman or similar sound systems. This includes parking vehicles in the work area and playing the radio or CD player. A radio may be kept in the field offices.
- All work at elevations of 6 feet or greater shall require fall protection. EXCEPTIONS: Working from ladders, work from souffolds is 10 feet and steel exection 15 feet and 30 feet
- No individual shall be under the influence or in possession of alcoholic beverages or controlled substances, to include vehicles,
- No work is to be performed without a Nason Construction supervisor on site.
- 12 No firearms or similar weapons are prohibited, to include inside vehicles.
- B All EM 385-1-1 and OSHA regulations applicable to work or trade shall be followed.
- Housekeeping shall be preformed daily.
- Once on site, all construction personnel must remain on site until the end of the work day.

PROJECT NAME: DAFB PORT MORTUARY

NASON PROJECT #: 4860

WORKER ACKNOWLEDGEMENT:

REV. 04/03/02



ations Revision heckepprove			EXHIBIT G.	•						
alions	Sheel 1 of 8 Date	ce Base s Building nt #2 Update	Air Fo Affair ayme	DAFM	Early Bar Target Bar Progress Bar Cutical Activity			20JUN03 7 29APR02 17 MAY02 10 00		Sign Date Finish Date Data Date Run Date
ations					-					
	plete Design Specifications	Com		ARCH	0001A	12 -1	04JUN02	0 29APRO2	27	580
		dang.	•				_		Ł	_
				ARCH	00014		-	100 25APR02A	0 :	270
	al Schedules	Finish / Material Schedules		ARCH	000 1A)2A	A 24APR02A	100 18APR02A	υ ₁	620
sign .	Envelope / Rool De	100% Building	·	ARCH	0001A)2A	A 24APR02A	100 11APR02A	10	670
	Sections	Details / Cross		ARCH	VI 000	⁰²⁰	A 24APROZA	100 08APR02A		640
	15	Buiding Elevations	1	ARCH	0001A	02A	A 10APR02A	100 01APR02A	10	250
		95% Désign		ARCH	0001A	02A	A 24APRO2A	100 25MAR02A	25	810
	gs	Din onsion Drawii		ARCH	0001A	02A	A 05APR02A	100 25MAR02A		650
	MEP Design	%00: Minister		ARCH	, 0001A	02 -1	• 04JUN02	53 04FEB02A	50	690
								February - 25 April	iliase (4 F	95% Design Phase (4
	1 Study	Environmental Study	×]	EENG	0001A	02A	A 26APR02A	100 22APR02A	-	490
	7 100% Foundation Design	7 100% Fond		SENG	0001A	02 0	A 10MAY02	67 15APR02A	30	130
		nii 15% Design	♦Subinli	ARCH	00010		>	100 21MAR02A	0	210
		Si a Geotech	-	EENG	00010	02/	A 12APR02A	100 08MAR02A	15	450
al	emolition Drawing Review/Approval		%00 %	COE	VI 000	102A	A 25MAR02A	100 07MAR02A	10_	560
	tructural Steel Design	100% Structural		SFNG	00010	02A	A HAPROZA	100 28FEB02A	30	140
		TV.	Site Surve	ARCH	V1000	102A	A 08MAR0ZA	100 27FEB02A	5	370
		utline Specification	Cut	ARCH	00010	102A	A 20MAR02A	100 21FEB02A	20	080
	Design	100% ÇIVI		ARCH	V1000	'02 - 6 ₁	A 10MAY02	50 21FEB02A	20	300
	Js	Demolition Drawin	1000. D	ARCH	VI 000	102A	A 06MAR02A	100 04FE802A	23	360
		5% Design	13%	ARCH	VI 000	102A	A 20MARO2A	100 04FEB02A	33	160
	• • • • • • • • • • • • • • • • • • • •	88.	Notice to Placest	COE	V1000		>	100 0 100 04FEB02A		100

ARCII COE COE COE COE COE COE COE	Acquisition of Bold I. Aw Acquisition of Bold II. Aw Acquisition of Bold III. Away Acqui
gn Review/Approval 5% Design Review/Approval 5% Design Review/Approval 700% Structural Steel Design Review/Approval 700% Civil Design Review/Approval 700% Civil Design Review/Approval 700% MEP Design Review/Approval 700% Builtion 8, Award Structural Steel 100% Bit & Award Structural Steel 100% Bit & Award Building Envelope & Roof 100% Bit & Award Concrete 100% Sheet 2 vi8 100% Date Review/Approval 100% Detail/Fabrical Equipment 100% Bit & Award General Trades 100% Sheet 2 vi8 100% Date Revision 100% Structural Steel 100% Detail/Fabrical Equipment 100% Bit & Award General Trades 100% Bit & Award General Trades 100% Sheet 2 vi8	gn Review/Approval gn Review/Approval gn/ Review/Approval gn/ Review/Approval gn/ Review/Approval gn/ Building Envelope / Roof Raview/Approval gn/ Building Envelope / Roof Raview/Approval gn/ Building Envelope / Roof Raview/Approval gn/ Foundation Design Review/Approval gn/ 100% Civil Design Review/Approval gn/ 100% MEP Design Review/Approval gn/ 100%
Ign Ign Iroval I Roof Raviow/Approval Issign Review/Approval Issign Review/Approval Icate Structural Steel Icate Structural Structural Steel Icate Structural Structural Steel	18 Ckelpprove

0		Start Dale	1:0	وورسته		128-N	: :	D 520	OCUI	men	it 5-3	3 1220	File	ed 0-	4/18 760	220	05	Pa 710	age	16 c	of 31	830	770	
© Primavera Systems, Inc.									. ,			20											o` 	_
a Systen			15	ن. ن		_	0		0	10		0	<u> </u>	0	0	0	<u> </u>	0		10	9_		_ 0	
ns, Inc.	20JUH03 29APR02 17MAY02 10.00	0	50 15AF	100 10AF	60 10APR02A	O OZMAYOZ		0 29AI	0 29AI	60 15AI	100 09APR02A	100 22M	100 19M	100 19MAR02A	100 15M	100 14MAR02A	100 13M	100 13M	100 25FE	100 25FI	100 22FEB02A	100 21FEB02A	100 20FEB02A	_
-	0.00	803	15APR02A	10APR02A	7R02A	o7MAY02	07MAY02"	29APR02	29APR02*	15APR02A	R02A	22MAR02A	19MAR02A	AR02A	15MAR02A	AR02A	13MAR02A	13MAR02A	25FEB02A	25FEB02A	:B02A	EB02A	EB02A	
			08MAY02	12APR02A	30APR02	20MAY02		10MAY02		02MAY02			09APR02A				29MAR02A			13MAR02A		21FEB02A		
	Cri				18		0		<u> </u>				. —	<u>:</u>		. .				<u>.</u> .	· • =			_
	Early Bar Targel Bar Progress Bar Critical Activity		0001G	0001В	0001B																	_ =	. <u>-</u>	_
	S	DAFE!	D/BC	D/BC		COE	D/BC	COE	D/BC	COE	D/BC	D/BC	COE	D/DC	D/HC	D/BC	COE	D/BC	Dilic	COL	D/IIC	COE	D/BC	_
	Dover Air Force Base Date Revision heckenpproven Mortuary Affairs Building Progress Payment #2 Update		Relocate Building #112	Mabilization	Construction Fence	Final CQC Plan Review/Approval	Submit Final CQC Plan	Quality Control Manual Review Approval	Submit Quality Control Manual	Soil & Sediment Control Plan Review/Approval	◆Prc Construction Safety Meeling	Contractor Quality Management (CQM) Training	De lign Quality Control (DQC) Review/Approval	♦Submit Jesign Quality Control (DQC)	Submil Hillal Project Schedule	♦Pa Inering Meeling	AccirunUltazard/Salety Plan Review/Approvat	◆Submit Accident/Hazar/I/Safety Plan	Submi Preliminary Project Schedule	Interim CDC Plan Review/Approval	◆Submil Interlat CQC Plan	Transition Mouting	Submit Desig Schedulo	
Builders & Construction Managers	NASO																				-			

		se 1:0)5-	·cv-0	012	8-MF	PT	Do	cum	ent	5-3		File	d 04	/18/	200	5	Pag	ge 1	7 of	31			
	Start Cate Fixish Date Data Data Run Date		990	1240	088	970	950	920	960	910	940	930	900	880	870	840	540	1140	1970	1630	550	860	410	430
!			30	2 6	_ c	ப	5	5 1	10	σ 1	Сī	C1	55	10	25	10	ťō	5	55	5	ڻ. ن	5	u	30
	01FEB02 20JUN03 29APT102 17MAY02 10:00		0 17	0 10	0 02		0 19	0 10	0 05	0 29	0 22	0 27	0 22	0 0	0 16	0 2	0 2	<u> </u>	0 10	0 2	15 2	50 2	100	30
	01FEB02 / 20JUN03 / 29APR02 / 10:00	90,40%	17.HUN02	10JUN02	02SEP02*	26AUG02	19AUG02	19AUG02	05AUG02	29JUL02	22JUL02	22JUL02	22JUL02	08JUL02	10JUN02	27MAY02	27MAY02	0 13MAY02	10MAY02	29APR02	22APR02A	50 22APR02A	100 15APR02A	15APR02A
		203000	26 11 11 02	14JUN02		28AUG02	23AUG02	23AUG02	16AUG0Z	02AUG02	26JUL02	26JUL02	26JUL02	19JUL02	12JUL02	07JUN02	07JUN02	31MAY02	30MAY02	17MAY02	02MAY02	01MAY02	16APR02A	27MAY02
	Prop		<u> </u>	0	0	2	ĹΊ	ν	2	2	7	7	2	. 2	2		0			<u> </u>	2/			10
	Early Bar Dary Bar Progress Bar Critical Activity	00018	00018	0001B		0001C	0001C	0001C	00010	0001C	. 0001C	0001C	0001C	00010	00010	00010	00011	000 ID	000	00010	000111	- 1000 I	B1000	000 ID
	DAFM	_		D/BC		D/BC	D/BC	D/BC	D/BC	D/BC	D/BC	ELEC	D/BC	D/8C	D/BC	р/вс	D/IIC	D/BC	D/BC	ELEC	DIIIC	12/13/13	D/BC	D/BC
officer is	Dover Air Force Base Mortuary Affairs Building Progress Payment #2 Update			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					n Suure N N F						- i				-	Ralocate	Pro-tlein	Estal/(late F & S	# Install Project	ng America
	Sheel 4 of 8:	Excavation & Footings		Building Layout	♦ 500	IIJ V Stripin	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Top Paying	II.) Landscaping	III Salnder	\\ \Sidewalks	\ Site Lighting	\ \ Sub-base	Curbing	Sile Utilites	Site CuVFile	Building Pad Preparatio	Site Clearing / Demo	Remays & Dispose of PCB	ald Primary	re-Elemo Abatement	* T	Il Project & Safety Signs	Bulldings 105, 106, (12, 11
	Revision	Footings			In End Sites	- <u> </u>		aylng	aping								9.		CE contaminated soit					11 Demolition
	heckeipprovei				South End Silework Complete		·								_				aled soil					on :
	Z						-					`.								. *				
	AS						••••										-							
- 1	2							<u>.</u>				••												

٠..

Metal Deck Underslab Uti Exteri Slab on Gr Slab on Gr Interior L Inserior L Inserior L Interior L	Date 20JUN03 Target Bar Progress Bar Mortuary Affairs Bu Progress Bar Progress Payment #2 © Primavera Systems, Inc.	2 13DEC02 64 0001B	5 0 02DEC02 06DEC02 40 0001JJ D/BC	40 0 02DEC02 24JAN03 29 0001B D/BC	20 0 02DEC02 27DEC02 20 00018 D/BC	15 0 02DEC02 20DEC02 15 0001K ELEC	25 0 02DEC02 03JAN03 5 0001B COE	30 0 18NOV02 27DEC02 59 0001B D/BC	10 0 11NOV02 22NOV02 84 0001B ELEC	20 0 04NOV02 29NOV02 15 0001B D/BC	30 0 210CT02 29NOV02 0 0001B D/BC	60 0 14OCT02 03JAN03 30 0001B MECH	60 0 14OCT02 03JAN03 0 00018 MECH	60 0 14OCT02 03JAN03 0 0001B ELEC	5 0 14OCT02 18OCT02 0 0001B D/BC	10 0 30SEP02 11OCT02 0 0001B D/BC	3 0 24SEP02 26SEP02 1 0001B D/BC	40 0 16SEP02 08NOV02 0 0001D 12/13C	35 0 16SEP02 01NOV02 0 0001N D/BC	20 0 02SEP02 27SEP02 0 0001B MEC11	10 0 02SEP02 13SEP02 0 0001B 17/JC	O I BYO GOZ	10 0 10011002 30011002 0 000110 1700
Metal Deck Metal Deck Underslab Uti Evated Slab Slab on Gr Slab on Gr Interior L Revision	ase Ilding Update		Ten este Al este e		r free		7-07 - 12 - 141	(3.4.3 24. j ⊁3. j	a	2000				N. C.			• # 12			7.7.2.3* ** 1.3	-, mar ,- -, ath		
		Robi Blocking/Gurbing) Install Dock Levelers		a a				Lightning Protection	Exterior Metal Panel Sidin	Metal				Interior Layout	Slab on Grade	Elevated Slab	Metal Roo	Exterior CM	Underslab Utilities	Metal Deck	Steel Joists	

Entit Finit Fini	Builders & Construction Monagers						,				© Primavera Systems, Inc.	avera Sy	© Prim	
Challey Orly Challer Challer	NASON				orce Base ilrs Building ent #2 Update	Dover Air F Mortuary Affa Progress Paym	DAFM	٧	22 P. L.		01FEB02 20JUN03 28APR02 17MAY02 10.00		Start Date Finish Date Data Date Rum Date	C
Part		-	-	. —										ase
	instell cold storage rooms	_					MECH	000 1M	29	07MAR03		5	1730	e 1:
		•	-		88. 982.			000160	28	24FEB03		_	1930	05-
					11977		D/BC	000 IU	24	28FEB03		СП	1810	cv-C
		-	·		. d 3		MECH	00015	24	28FEB03		ري ن	1790	012
Atbillo Chillo SEMINITEDIA FEMINITEDIA Chall HARRE BIDI READ TOM HARRE BIDI READ AND HARRE BIDI AREA HARRE MAN AUM AUG SEP OCT NOV DEC ANN RED MAN AREA HARRE MAN 1080 10 0 02DEC022 13DEC022 68 00018 D08C Carried Information 1350 20 0 02DEC022 27DEC022 68 00018 D08C Carried Information 1670 25 0 13DEC022 27DEC022 68 00018 MECH Information Information <td< th=""><th></th><td>/ Specialty</td><td></td><td>-</td><td>i Line ve</td><td></td><td>D/BC ·</td><td>000 1B</td><td>0</td><td>14MAR03</td><td></td><td>20</td><td>1420</td><td>28-N</td></td<>		/ Specialty		-	i Line ve		D/BC ·	000 1B	0	14MAR03		20	1420	28-N
Activity Ocify 72. Early Cold/ARRY Bibl Floral Flo	Flooring				37 <u>-</u> 2		D/BC	0001B	0	14MAR03		20	1340	1PT
Activity Orlin 72	Well Finishes		· 				D/BC	0001B	0	14MAR03		25	1330	
Activity Oright Stant Fiddle	Finish Electrical:						ELEC	0001B	0	14MAR03		30	1300	ocu
Action or Din Cash or Start Entil Fullsh Fort Todal/NIKR Bibl Fleet MAR APR MAY APR MAY <th< th=""><th>Finish Mechanical</th><td></td><td><u></u></td><td></td><td></td><td></td><td>MECH</td><td>000 1B</td><td>0</td><td>14MAR03</td><td></td><td>30</td><td>1290</td><td>ımeı</td></th<>	Finish Mechanical		<u></u>				MECH	000 1B	0	14MAR03		30	1290	ımeı
Activity Orig %	Locker / Tollet Partitions			• •			D/BC	0001B	39	07FEB03		10	1430	nt 5-
Activity Orlg % Entry Entry 1 Continuents of Float NARR BIDT RESP FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAR APR MAR APR MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR MAR APR MAR APR MAR APR MAY AND SEP OCT NOV DEC JAN FEB MAR APR	Finish Sprinkler				Tara Marita		D/BC	0001B	29	21FEB03		. 20	1310	3
Activity Origination % Early Signt Early Float Traigh WRKF Bibl RESP Float Float APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAIR 1980 10 0 0ZDECOZ 19DECOZ 661 00018 D/BC JFEB MAIR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAIR Doors/Frames/Hand 1980 10 0 0ZDECOZ 27/DECOZ 691 00018 D/BC 10/BC 10/	Celling Gr d				(4) (1.5)		D/BC	0001B	0	07FEB03		20	1280	File
Activity Orig % Early Float	Hand	Rack			· · · · · · · · · · · · · · · · · · ·		D/BC	000113	10 /	17JAN03		10	1600	ed 0
Activity Orig % Early Start Total WRKF BIDI RESP ARE MAR APR MAY JEED AND AUG SEP OCT NOV DEC JAN EEB MAR APR MAY AUG SEP OCT NOV DEC JAN EEB MAR APR MAY JUL AUG SEP OCT NOV DEC JAN EEB MAR APR MAY AUG SEP OCT NOV DEC JAN EEB MAR APR MAY JUL AUG SEP OCT NOV DEC JAN EEB MAR APR MAY AUG SEP OCT NOV DEC JAN EEB MAR APR MAY JUL AUG SEP OCT NOV DEC JAN EEB M	ng	Cautkli			·		D/BC	00010	59	10JAN03		10	1160	4/18
Activity Orig Colon Colo	ir durtains	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			e rwig			000 1KF	20	CONVEC		Çh	2000	8/20
Activity Orlj % Early Told/WRKF BID HESP J HEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN HEB MAR 1080 10 0 02DEC02 13DEC02 69 0001B D/BC Interpretation	od In re	Install e			· · ·		MECH	L1000	ن ت	03JAN03		<u>5</u> 1	1710	05
Activity Orig % Early Total WRKF BIDI RESP J FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR 1080 10 0 02DEC02 13DEC02 69 0001B D/BC J FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR 1350 20 0 02DEC02 13DEC02 69 0001B D/BC D/BC Doors/Frames/Hard 1670 25 0 13DEC02 16JAN03 31 0001B MECJI	ellilance	install					ELEC	0001L		CONAFOL		15	1720	Р
Activity Orig % Early Total WRKF BIDI RESP J FEB MAR APR MAY UN JUL AUG SEP OCT NOV DEG JAN FBB MAR 1080 10 0 02DEC02 13DEC02 69 0001B D/BC Image: Control of the	ose-in wals	C					D/BC	00010	0	31JAN03		30	1250	age
Activity Orig % Early Total WRKF BIDI RESP J FEB MAR APR MAY JUN JUN JUN JUN JUN JUN AUG SEP OCT NOV DEC JAN FEB MAR 1080 10 0 02DEC02 13DEC02 69 0001B D/BC 0001B D/BC <t< th=""><th>Downspolits</th><td>Gutters &</td><td></td><td></td><td></td><td></td><td>D/BC</td><td>000113</td><td>69</td><td>27UEC02</td><td></td><td>10</td><td>1090</td><td>19</td></t<>	Downspolits	Gutters &					D/BC	000113	69	27UEC02		10	1090	19
Activity Onig Early Early Total WRKF BIDI RESP J FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN PUR 1350 20 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Units	Sat Rooftop			 		MECH	0001B	64	20DEC02	0 16DEC02	ۍ.	1210	of 3
Orig % Early Early Total WRKF BIDI RESP J FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR 10 000 000 000 000 000 000 000 000 000	& Plumbing Insulation	Duct				•	MECH	00011	31	16JAN03		25	1670	1
Orig % Early Early Total WRKF BIDI RESP JEEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR DUR START FINISH Float DIBC 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	mes/Hardware	Doors/Frat		-			D/BC	. 00018	69	27UEC02		20	1350	<u> </u>
Orig % Early Early Total WRKF BIDI RESP J FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR DUR Start Finish Float	· 07 \$	Ex erlor Louv					D/BC	0001B	69	13DEC02	0 02DEC02	10	080	
	B MAR APR MAY JUN J	DEC JAN				FEB MAR	RESP	RKF BIDI	Total N	Early Finish	% tearly Start	O rig	Activity	

Builders & Construction Monogers			at e		•				© Primavera Systems, Inc.	vera Sys	© Prima
heckelpprover NASC	Revision h	Sheel 7 of B Date;	orce Base airs Building ent #2 Update	Dover Air Force Mortuary Affairs B Progress Payment #	DAFM	Early Bar Targel Bar Progress Bar Culical Activity			01FEB02 20JUN03 29APR02 17MAY02 10.00		Slari Dale Ficish Dale Dala Dale Run Dale
Vinstall Projection Scre	-				D/BC	0001Z	===	19MAR03	0 14MAR03	4	1860
Wall Guards / FE					D/BC	0001B		21MAR03	0 10MAR03	10	1700
Hunchlist	<u>.</u>				D/BC	0001B	<u> </u>	21MAR03	0 10MAR03	10	1500
Milliwork/Tollat Acces			•		B D/BC	0001B	9	21MAR03	0 10MAR03	10	1360
iting dental lights:	rack celling operating	instali Tr			зв р/вс	000188	13	17MAR03	0 06MAR03	8	1880
Ceiling Tile					B D/BC	0001B	0	21MAR03	0 03MAR03	- 15	1320
Finish Plumbing	· , , , , ,	-			MECH	0001B	0	03APR03	0 28FEB03	25	1640
Sinstall Blo Safety Cabinet					MM D/BC	000 1MM	29	24FEB03	0 24FEB03		1980
Install clottling conveyor					D/BC	000 111	29	05MAR03	0 24FEB03	B	1950
Minstall commercial flatwork			: . : . :		H D/BC	. 0001HH	29	24FEB03	0 24FEB03		1940
h eyellace wash	alety showers with eye	install sa	·		F D/BC	0001FF	29	26FEB03	0 24FEB03	_ပ	1920
Vinstall 500lb ice maker			7		EE D/BC	000 IEE	29	24FEB03	0 24FEB03		1910
Vinstall Countertop eyewasi					CC D/BC	0001CC	29	24FEB03	0 24FEB03		
\\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \					D/BC	000 IAA	29	20FEB03	0 24FEB03	IJ.	1870
Linstall mounted TV Bracke					D/BC	١٢ 000	29	24FEB03	0 24FEB03		1850
Install Pathology Static		-			N D/BC	000 1X	29	14MAR03	0 24FEB03	15	1840
instal electric steam gene					/ b/BC	0001V	29	28FEB03	0 24FEB03	5	1830
) install one distilled water					✓ MECH	W1000	29	28FEB03	0 24FEB03	ڻ.	1820
In line all mobile autopsy to			·		0/100	00011	. 29	11MAR03	0 24FEB03	12	1780
s in ambalming	Install Retractable hoses in ambahning	Install	- 1 (12) - 1 (12)		MECH	00010	29	07MAR03	0 24FEB03	10	1770
ers dnef Effects	Hothes Dryers in Personal Effects	Install Ch			FIEC	- 10001P	29	20FE003	0 24FEB03	51	1760
\ Instal washer-extractors					O O/DC	00010	29	20FEB03	0 24FEB03	51	1750
ical exam lights/	Installation of 20 surgical				N ELEC	000	67	14MARU3	0 247 6003	-	7.40

	-												
NASO	hecke pprovei	Revision	Sheel 8 of 8		Dover Air Force Base Mortuary Affairs Building Progress Payment #2 Update	Dovei Mortuai Progress	DAFM	Eerly Bai Fargel Bar Progress Bar Culical Activity	P _I C _I		20JUN03 1 29APR02 17MAY02 10:00		Finish Date Data Date Aun Date
				ir is said a ga									
	· 		 :				D/BC	0001C	0	20JUN03	0 18JUN03	ú	1560
op Coat Paving		-					D/BC	0001C	0	18JUN03	0 16JUN03	ಬ	1550
Site/Courty and Furnishings				· .			D/BC	0001C	7	11JUN03	CONUTED 0	ಬ	1110
Landscaping	•						D/BC	0001C	0	13JUN03	0 09JUN03	Ċī.	1580
L.)) D/BC	0001C	0	CONULBO	0 03JUND3	4	1520
A Bidew			٠	· .v.		•	: D/BC	0001C		30MAY03	0 27MAY03	4	2020
5110				·			ELEC	0001C	0	02JUN03	0 27MAY03	CT.	1570
Curbir	•		•••			•••	D/BC	, 0001C		26MAY03	0 22MAY03	: س:	1530
anent Chalmink Fence	Perma						D/BC	0001F	2	13JUN03	0 19MAY03	20	1680
X Stone Sut	•••	 -					; D/BC	0001C		20MAY03	0 19MAY03	22	1540
A Site Utiett				••••			: D/BC	0001C	0	21MAY03	0 15MAY03	تا تا	1660
Demo/Grac		-				·	: D/BC	0001C	0	16MAY03	0 12MAY03	٠ ت	1590
Isling Mortuary	Demollion of Existing Mortu	• • • • • • • • • • • • • • • • • • • •		·,·· , •			D/BC	000 1E	0	SIIC 09MAY03	o II - North End of Si	clion Phase	Sile Construction Phase II 1510 15
Gwner Move-I							COE	0001B	0	18APR03	0 04APR03	==	1610
Certificate of Occ							D/BC	000 1B	0		0 04APR03	0	1490
Testing & Balanch						-	MECH	81 000		03APR03	0 21MAR03	10	2010
panels	ards with sliding panels	Install whilehoards wit	_				ор рувс	000100	13	17MAR03	0 17MAR03		1900
Install Prefab Refrige at						<u> </u>	r DyBC	000111.		21MAROJ	0 17MAR03	<u>5.</u>	1960
\ Install Security Cage							D/BC	00011	9	21MAR0J	0 17MAR03	5	1800
halliterior Glazing							3 D/BC	0001B	9	21MAR03	0 17MAR03	g	1440



Exhibit "H", Liquidated Damage Clause

NOTE: <u>SUBCONTRACTOR</u> must provide all labor, material, equipment and supervision as required to meet the applicable activity completion dates indicated on the contract. Nason Construction Inc., reserves the right to update and adjust this schedule as required throughout the duration of this project. Please note that there are liquidated damages associated with the principal contract in the amount of <u>FOUR THOUSAND DOLLARS</u> (\$4,000.00) per day and they will be assessed to any supplier or subcontractor, which delays the project schedule.

JOB NAME: DOVER AIR FORCE BASE MORTUARY, DOVER DELAWARE
COMPANY NAME: DATE: 6/4/27 (Please Print) EVECUTED BY
COMPANY NAME: DATE: 6/9/0
(Please Print)
EXECUTED BY: (Must be an officer of your company) TITLE: TITLE:
(Must be an officer of your company)
JUD not a, in the for any acceleration
1) 10 in the tor on the
John Maria de la
1 () () () () () () () () () (
Do schole adjustment unto de la delay by JUID; WID will expect paquent by JUID; WID will expect paquent
1) D Cail Expect Page
Schole adsishient not the faith of
Lie av account to the at
G L He tail
- Chillian Contraction
School adsishing to the state of the solution
de la
1 / Dem
\sim
6/4/
6/4/02
$\frac{1}{2} = \frac{1}{2} = \frac{1}$
NASON PILL/02
COMITTUCTION. INC.

EXHIBIT "L" DAFB - MORTUARY FACILITY DOVER, DELAWARE SITEWORK - SCOPE OF WORK MAY 17, 2002

The Scope of Work is for Convenience in bidding and shall include but be limited to the following:

- All work shall be performed in strict accordance with all bidding documents complete, as issued prior to the scheduled bid date, including plans, specifications, sketches, project invitation-to-bid, pre-bid meeting minutes, addenda or bulletins, project schedule and phasing. In the event of any discrepancy between the plans and specifications or any other bid document, the higher quantity or higher value shall be included in the bid.
- 2 All bidders shall visit the site and familiarize themselves with local conditions, obstructions, means of egress, logistics, etc.
- Provide all material equipment, labor, supervision, layout, applicable permits and fees, licensing, and incidentals to meet the schedule included within the bid package.
- Provide safety requirements as per EM 385 Safety & Health Manual and most current OSHA as required for your work. The contractor shall at all times provide for a safe work environment.

 Additionally, the contractor shall make available and provide a safe means of access at all times, for the Owner, Construction Manager, Architect, Engineer and other contractors.
- Contractor is responsible at all times for the means and methods of construction including the transporting and unloading of material, equipment, personnel, etc. to and from the work area. Nason Construction must review all means and methods prior to starting construction.
- 6 Provide complete mobilization and demobilization of equipment, material, and personnel as required by the specifications, schedule and phasing, and project conditions.
- The contractor is required to remove all trash and debris to the project dumpster and leave their work area in broom clean condition, all as directed by the Construction Manager. Excess material from the work shall be legally disposed of off-site, at the contractors expense, so as to not interfere or encumber the work site, staging area, or work of other contractors.
- The contractor shall both coordinate and cooperate with the work of other contractors. The contractor shall both schedule and coordinate the furnishing and/or installation of any imbedded items required by the work in a timely fashion, so as to not adversely affect the project schedule.



- The contractor shall be responsible to thoroughly review the bid documents prior to the date for bid. The contractor shall fax in writing to the Construction Manager, 5 days prior to bid, a request f clarification to any error or ommission, ambiguity or latent condition that they notice in the bid documents. Failure to seek written clarifiction, as noted above, shall not be the basis for any increase in the contract sum.
- The project will be executed in TWO PHASES. Refer to the Project Schedule.

 Nason Construction reserves the right to update the schedule to reflect actual progress. The schedule is also subject to change with respect to logic, thus possibly changing the sequence of work. Revisions to the schedule will not be a basis for an increase in the contract sum.
- 11 ALL personell entering the site must wear steel tip shoes.
- ALL personell entering the site must have a valid drivers license. Access onto the base is the responsibility of the contractor and their employees. Any lost time or cost thereof is the sole responsibility of the contractor. Nason Construction will assist in facilitating access to the base. All vehicles entering the site must have a current registration and proof of insurance showing the expiration date.
- 13 This project is subject to liquidated damages in the amount of \$4,000/ day. Nason Construction will assess damages to contractors delaying the schedule. Notification of assessment of damages will be forwarded in writing to the responsible contractor.
- 14 This project is subject to all requirements of the Davis-Bacon prevailing wage act and will require certified payrolls.
- 15 Bid Bonds as well as Payment and Performance Bonds are not required. However Nason reserves the right to request a Payment and Performance Bond. The Contractor, if required will be reimbursed for the bond cost.
- 16 This project has a workforce Minority participation goal of 14.5% and a Female participation goal of 6.9%.
- The contractor shall include in his bid a minimum of 15 % minority participation via. Veteran Owned Small Business Concerns, HUBZone Small Business Concerns, Small disadvantage Business Concerns or Woman owned Business Concerns.
 - 18 The construction site is adjacent to taxiway Bravo and it is the responsibility of the contractor to abide by all Air Force and FAA regulations.



19 The PHASE I Demolition has been previously awarded. The scope of that work is as listed below:

Page 25 of 31

PHASE 1 Demolition scope includes the following demolition notes as umbered on drawing C-1.01: 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 22, 26, 27

Scope also includes "Additional Notes" 1, 2, 3 on drawing C-1.01

In reference to drawing note =25. This contractor is responsible for removing the building slab on grade and foundations. The building relocation will be by others.

Include demolition of scale and scale pit. See attached drawing of existing pit.

The contractor shall backfill and compact the existing foundations and pits after demolition and leave the area leveled off at the existing grade.

In reference to Note =4. This contractor is responsible for removing the asphalt paving and bituminous base course. The stone subbase shall be left in place.

All debris shall be removed from the site and disposed of at a legal dump site.

NOTE: All work not identified above shall be performed by this conractor.

20 GENERAL SCOPE

- a) Demolition of all water, sanitary and storm water systems complete.
- b) Building demolition, including all mechanical and electrical elements. Disconnects by others.
- c) Phase 2 Demolition
- d) Furnish and Install all Water. Sanitary, Storm Water, Gas, and Fire Water systems complete.
- e) Furnish and install water taps.
- f) Earthwork cuts and fills, building pad preparation, preparation of subgrade for paving. All excess material shall be removed from site. Stone base under the slab on grade is by others.
- g) Provide box out for concrete slab at outdoor mechanical area.
- h) Asphalt paving and stone subbase
- j) Concrete sidewaks, curbs and gutters.
- k) Striping and signage
- 1) Erosion and sediment control and maintenance through out the project.
- m) Include GENERAL CONSTRUCTION NOTES: G1, G2, G3, G7, G8, G9, G10, G17, G19, G20, G22.
- n) Excavate and load 230tons of PCB contaminated soil into trucks. Trucks and disposal off site will be provided by Duffiels Assoc. under a separate contract. This contractor is responsible for providing the required worker and work area safety as per EM385 and OSHA.
- o) Footing excavation, backfill and spoil removal is by the concrete contractor.
- p) Import (as required) and place topsoil. Sodding, seeding and planting are by others.
- q) Furnish and install loading dock sump and pit per dwg. C-111.
- r) Furnish and install concrete footings, foundation walls, slab on grade and stone subbase at dumpster enclosure. Masonry is by others:
- s) Provide all layout, dewatering and dust control.
- t) Fencing, gates and controllers are by others.
- u) ALL electrical work is by others.
- v) Includes crew downtime due to DAFB security requirements



- w) Provide As-built drawings with MONTHLY INVOICE.
- x) Additional Project management time for Army Corp. reports and paper work.

Unit prices required with bid proposal:

\$35.00/hr Laborer (Includes all taxes, insurance, fringes, overhead and profit) \$45.00/hr Equipment Operato (Includes all taxes, insurance, fringes, overhead and profit) Add Deduct PCB contaminated soil loaded into container provided by others.

Bidding Documents include the following:

All Addendums issued during the bid period

Safety Site Policy for Dover Air Force Base Statement and Acknowledgement - Form 1413 Activity Hazard Analysis Form

Project Schedule

Prevailing Wage Rates

Exhibit "L" Scope of Work

Specification sections - 00700, 00800, 01000, 01060, 02215, 02220, 02300, 02315, 02316, 02510, 02531, 02630, 02713, 02722, 02741, 02763, 02770.

Drawings - C101, C102, C103, C104, C105, C106, C107, C108, C109, C110, C111, L101 All dated March 21, 2002

The following documents shall be filled out by the successful bidder within 2 days after award.

1. The successful contractor will be required to fill out the Activity Hazard Analysis form and submit to Nason Construction.

This plan shall be submited to Nason Construction and approved by the Army Corp of Engineer before any work can begin. Any additional cost associated as a result of the issuance of an incomplete plan shall be borne by the contractor.

2. Pre-Award Survey

END OF DOCUMENT



U.S. Department of Labor Employment Standards Administration Wana and Hour Division

EXHIBIT M

ADDRESS PROJECT AND LOCATION				OMB No.: 1215-0
JECT AND LOCATION				
			7	Expires: 03/31/2
(5) (6) (7)			PROSECT ON CONTRACT NO.	ACT NO.
		DEL	(8) DUCTIONS	
HATE		HOLDING WITH-		TOTAL WAG
		24	- 1	DEDUCTIONS FOR A
			•	
.	+			
	-	···		
			•	-
. •				
		_		
- 				
	-			···.
			_	
5 F	GROSS AMOUNT EARNED	GROSS AMOUNT EARNED FICA	FICA HOLDING TAX	WITH- HOLDING FICA TAX OTHER

FORM WHANT, REVISED HER. 1994 — FORMERLY SOL 114 — PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS

•	been or will be imade to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.	(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced process.	(3) That any apprendices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor. (4) That:	2 - 3	(Contractor or Subcontractor) Weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:	oly or indirectly to or on behalf of said	period cor	(Confractor or Subconfractor) On the (Building or Work)	(Name of Signatory Party) do hereby state: (1) That I pay or supervise the payment of the persons employed by	
	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION IS 31 OF THE UNITED STATES CODE.	NAME AND TITLE		REMARKS:			EXCEPTION (CHAFT)	(c) EXCEPTIONS	(b) WHERE FRINGE BENEFITS ARE PAID IN CASH — Each laborer or mechanic listed in the above indicated on the payroll, an amount not leas to hourly wage rate plus the amount of the requencies of the contract, except as noted in Section 4(c) below.	·•
* U.S. Q.P.O.:1997 512-8	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBJOUTRACTOR OF CHILLS 31 OF THE UNITED STATES CODE.	SIGNATURE					EXPLANATION		ERE FRINGE BENEFITS ARE PAID IN CASH Each laborer or mechanic listed in the above referenced payroll has been peic indicated on the payroll, an amount not less than the sum of the applicable behourly wage rate plus the amount of the required fringe benefits as listed in contract, except as noted in Section 4(c) below.	

Case 1:05-cv-00128-MPT Document 5-3 Filed 04/18/2005 Page 29 of 31

	<u>CITEDUM: 942</u>		JJ	IDINC	
ACORD CERT	IFICATE OF LIAE	BILITY	NSURA	NCE	DATE (MM/DD/YY)
PREDUCER					05/23/02
Allied North Americ Brokerage Corp. of	са Тланжанга	ONLY	ND CONFERS	SUED AS A MATTER ON NO RIGHTS UPON TO	OF INFORMATION
Brokerage Corp of	No. RECEIVED	HOLDER	THIS CERTIFIC	CATE DOES NOT AM	HE CENTIFICATE
200 North Brand	MEM GEATK.	ALTER T	HE COVERAGE	AFFORDED BY THE	END'EXTEND OF
390 North Broadway	JUN 0 3 2002				OLICIES BELOW
Jericho, NY 11753			INSURER	S AFFORDING COVERA	GE
INSURED	IASON CONSTRUCTION INC.	INSURED A. 7	urich Ame	rican Insura	200 (722
10010, 1110.	1. 25 At 2 Grant 1 100 - 1 - 1	mountain 2	Juniah Ama	mican Insula	
100 Julian Lane		INSURER B: Z	drich Ame	rican Insura	nce Group
Bear, DE 19701			ulf Ins.		
		INSURER D: A	merican G	uarantee & L:	iability I
COVERAGES		INSURER E:			
	DELOW HAVE BEEN ICCUED TO THE	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\			
MAY PERTÁIN, THE INSURANCE AFFO POLICIES. AGGREGATE LIMITS SHOWN	D BELOW HAVE BEEN ISSUED TO THE I NDITION OF ANY CONTRACT OR OTHER ORDED BY THE POLICIES DESCRIBED H N MAY HAVE BEEN REDUCED BY PAID CLA	DOCOMENT W	ABOVE FOR THE TH RESPECT TO ECT TO ALL THE	POLICY PERIOD INDICATED WHICH THIS CERTIFICATE TERMS, EXCLUSIONS AND	D. NOTWITHSTANDII E MAY BE ISSUED (CONDITIONS OF SU
INSR LTR TYPE OF INSURANCE		POLICY EFFECTIVE	POLICY EXPIRATION	·	
A GENERAL LIABILITY	<u> </u>	DATE (MM/DD/YY)	DATE (MM/DD/YY)	: UMI	TS
	GLO349532101	07/01/01	.07/01/02	EACH OCCURRENCE	<u>\$1,000,00</u>
X COMMERCIAL GENERAL LIABILITY	i		:	FIRE DAMAGE (Any one fire)	s100,000
CLAIMS MADE X OCCUR	-		1	MED EXP (Any one person)	:\$5,000
<u>'</u>			•		
				PERSONAL & ADV INJURY	s1,000,00
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,00
T PRO-				PRODUCTS - COMP/OP AGG	\$2,000,00
POLICY X PRO-			i		
B AUTOMOBILE LIABILITY X ANY AUTO	BAP349532201	07/01/01	07/01/02	COMBINED SINGLE LIMIT	\$1,000,00
			}	(Ea accident)	-1,000,00
ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	s
X HIRED AUTOS			!	(
47				BODILY INJURY	
X NON-OWNED AUTOS			!	(Per accident)	s
	! !		i :	PROPERTY DAMAGE (Per accident)	's
GARAGE LIABILITY				7	
ANY AUTO		•	1	AUTO ONLY - EA ACCIDENT	<u>. \$</u>
- In Assistance and a comment of	gramma sa sa shiinta da da ga 🚉			OTHER THAN EA ACC	·
C EXCESS LIABILITY	CIIOCEDOS	27/27/27		! AGG	
77	CU2855382	07/01/01	07/01/02	EACH OCCURRENCE	:\$2,000,00
X OCCUR . CLAIMS MADE	i		•	AGGREGATE	s2,000,00
<u> </u>	 			:	s
DEDUCTIBLE	i				
X RETENTION \$10000				!	: S
_	WC349532001 (0.750.755	5-1	!	` S
EMPLOYERS' LIABILITY	WC349532001) //OT/OT	07/01/02	X WC STATU- OTH-	
· ·		;		E.L. EACH ACCIDENT	s500,000
:				E.L. DISEASE - EA EMPLOYEE	:\$500.000
<u>'</u>				E.L. DISEASE - POLICY LIMIT	
OTHER				LL DISEASE - POLICY LIMIT	3300,000
			1	• 	
!		į			
DESCRIPTION OF OPERATIONS OF A TONIO			<u> </u>		
MORE LEADER PORT I THE	HICLES/EXCLUSIONS ADDED BY ENDORSEMENT	SPECIAL PROVISIO	NS		
DOTELIALY FACILITY, L	Dover Air Force Base	, Delawa:	re, Contra	act No.	
DACAGI-UI-C-UUI, Ken	it County Job # 1143				
Foregoing per policy	/ form. Additional In	asured st	atus enco	ompasses Gene	ral
Liability: Nason Co	onstruction, Inc. and	d`Denartr	ment of the	de jama Com	
(See Attached Descri	ptions)	a, Departi	merre or er	Te writing corp	
EDTEROATE HOLDER					
ERTIFICATE HOLDER ADDI	MONAL INSURED; INSURER LETTER:	CANCELLATIO	NC		
	•	SHOULD ANYOFT	HE ABOVE DESCRIBE	D POLICIES BE CANCELLED BE	FORE THE EXPIRATION
Mason Construction,	Inc.	DATE THEREOF	HE ISSUING INSURF	R WILL ENDEAVOR TOMAIL	A DAYSWEITTEN
2000 Foulk Road, Sui	te F	i			
Vilmington, DE 1981		1		NAMED TO THE LEFT, BUT FAIL	
·	. υ	IM POSE NO OBLIC	SATION OR LIABILITY	OF ANY KIND UPON THE INSI	JRER,ITS AGENTS OR
		REPRESENTATIVE	s.		
		ALTHODIZED DED	DECENTATIVE		

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

District; Corps of Engineers and Dover Air Force Base, Mortuary, Dover, Delaware